County of San Bernardino

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STANDARD CONTRACT

FOR COUNTY USE ONLY

X New / Change / Cancel	Vendor Code: PACIFIC034	SC	Dept: MLH	A	Contract Number
County Department: Behavioral Health		Dept.: MLH	Orgn.: MLH		Contractor's License No.
County Department Contract Representative: Doug Moore		Telephone: (909) 387-7589			Total Contract Amount: $525,000

Contract Type: ☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	July 1, 2003	June 30, 2004		

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
AAA	MLH	MLH	200	2445	28821009	$525,000

Project Name: General Outpatient Rehabilitative Mental Health Services Contract Type – 2(b)

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
03/04	$525,000				

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name: Pacific Clinics hereinafter called Contractor

Address: 800 South Santa Anita Avenue

Arcadia, CA 91006-3555

Telephone: (626) 254-5000 Federal ID No. or Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS*:*

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide certain general outpatient rehabilitative mental health services; and,

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I Definition of Terminology

A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.

B. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

II Contract Supervision

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

III Performance

A. Contractor shall provide those services under this agreement which are prescribed by attached Addenda and/or exhibits to all qualified persons requesting services within the County area served by the Contractor. If, for any reason, information or requirements set forth in the Addenda and/or exhibits conflicts with the basic agreement, the information and requirements contained in the Addenda and/or exhibits shall take precedence.

B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries ages 0 to 21 in accordance with applicable provisions of law and to the extend funded as set forth in this agreement.

C. Contractor shall provide a total of 246,457 minutes of rehabilitative mental health services under this agreement, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.

D. Services shall be provided in accordance with Attachment II, Outpatient Pre-Authorization Matrix, of this agreement.

E. Compliance with Attachment II, Outpatient Pre-Authorization Matrix, will be monitored by the County of San Bernardino DBH Compliance Unit.

F. Contractor shall obtain an approved Treatment Authorization Request (TAR) form from the DBH Access Unit prior to provision of any services not pre-authorized by Attachment II, Outpatient Pre-Authorization Matrix.

G. Training regarding the contents and use of Attachment II, Outpatient Pre-Authorization Matrix, will be available upon request by the Contractor. Contractor staff may request said training by calling the County of San Bernardino DBH Access Unit at (909) 387-7040.

H. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

I. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

J. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies

will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.

2. The Contractor will make an effort to gather demographic information on its service area for service planning.

3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.

4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.

5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).

K. If for any reason, information in Addendum I and Attachment II conflicts with the basic agreement, then information in the Addendum I and Attachment II shall take precedence in the order noted.

IV Funding

A. The maximum financial obligation of the County under this agreement shall not exceed the sum of Five Hundred Twenty Five Thousand Dollars ($525,000), which represents the total of (1) the maximum Net County funding allocation to Contractor and, if provided hereunder, (2) the initial Federal Short-Doyle/Medi-Cal allocation to Contractor.

B. The maximum County funding allocation to Contractor for services furnished hereunder, unless adjusted downward as provided for in this agreement, is Two Hundred Ninety Nine Thousand Eight Hundred Ten Dollars ($299,810) which consists of County/State portion of Short-Doyle Medi-Cal in the amount of Twenty Five Thousand One Hundred Ninety Dollars ($25,190), Net County Funds in the amount of

Seventy Four Thousand Six Hundred Twenty Dollars ($74,620), and ESPDT in the amount of Two Hundred Thousand Dollars ($200,000).

C. The Federal funding allocation to Contractor for services furnished hereunder is Two Hundred Twenty Five Thousand One Hundred Ninety Dollars ($225,190), which consists of the Federal portion of Medi-Cal Services in the amount of Twenty Five Thousand One Hundred Ninety Dollars ($25,190) and EPSDT services in the amount of Two Hundred Thousand Dollars ($200,000), based on billable services and what percentage of those hours are Medi-Cal billable.

D. If the Contractor determines that the initial allocation for the Federal Short-Doyle/Medi-Cal funding is inadequate, the Contractor may transfer funds from the Net County funding allocation to the Federal Short-Doyle/Medi-Cal allocation, with the prior written approval of the Director or designee.

E. It is understood that the aforementioned EPSDT allocation referenced above in paragraph B is a baseline amount that must be utilized entirely in fiscal year July 1, 2003 through June 30, 2004.

F. It is understood between the parties that the Schedule A, attached, is a budgetary guideline required by the State of California. However, the maximum financial obligation of County under this Agreement is limited by mode of service and provider location reported on Schedule A. Funds may not be transferred between modes of service or provider locations without the prior written approval of the Director or designee. The Contractor may submit a new Schedule A for FY 03/04 prior to April 15, 2004.

G. Contractor agrees to accept a reduction of the dollar value of this contract, at the option of the County, if the FY 03/04 annualized projected minutes of time for any mode of service based on claims submitted through February 1, 2004, is less than 90% of the projected minutes of time for the modes of service as reported on Schedule A or as revised and approved by the Director in accordance with Article IV Paragraph F., above.

H. If the FY 03/04 annualized projected minutes of time for any mode of service, based on claims submitted through February 1, 2004, is greater than/or equal to 110% of the projected minutes of time reported on Schedule A, or as revised and approved by the

Director or designee in accordance with Article IV Paragraph F., above, the County and Contractor agree to meet and discuss the possibility of renegotiating this agreement to accommodate the additional minutes of time provided.

I. If the Contractor provides services under the Short-Doyle/Medi-Cal program and if the Federal government reduces its participation in the Short-Doyle/Medi-Cal program, the County agrees to meet with Contractor to discuss the possibility of renegotiating the total minutes of time required by this agreement.

V Payment

A. In accordance with State of California audit/reimbursement policies, the County agrees to compensate Contractor for actual costs incurred by Contractor or actual claimed costs incurred by Contractor in performing the services described by this agreement up to the maximum financial obligation, as described in Article IV Funding, above, and as limited by the State of California Schedule of Maximum Reimbursement Rates, latest edition.

B. Such actual costs or actual claimed costs shall be determined by a post contract audit which is described in Article VII Final Settlement: Audit.

C. Pending a final settlement between the parties based upon the post contract audit, it is agreed that the parties shall make a preliminary cash settlement within 30 days of the expiration date of this agreement as described in Article VI Preliminary Settlement: Cost Report.

D. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis as follows:

1. Reimbursement for Net County services provided by Contractor will be at the actual cost to Contractor in providing said services.

2. Reimbursement for Federal Short-Doyle/Medi-Cal services provided by Contractor will be at the rates set forth in Exhibit A attached hereto and incorporated hereto by reference.

3. Payment for EPSDT services provided by Contractor will be based on the increased cost of Medi-cal services compared to the baseline as defined by State DMH Information Notices 98-03 and 98-12.

E. Contractor shall bill County monthly in arrears for Net County and Federal Short-Doyle/Medi-Cal services provided by Contractor on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Each claim shall reflect any and all payments made to Contractor by, or on behalf of, patients. Claims for Reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with Article V Paragraph D., above. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted in Article V Paragraph E. 1, below.

1. No single monthly payment for combined Net County and Federal Short-Doyle/MediCal services shall exceed on-twelfth (1/12) of the maximum combined Net County and initial Federal Short-Doyle/Medi-Cal allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to only pay monthly Net County and Federal Short-Doyle/Medi-Cal services claims which exceed one-twelfth (1/12) of the maximum combined Net County and initial Federal Short-Doyle/Medi-Cal allocations for that mode of service. Payment for EPSDT services provided by Contractor will be as set forth in Article V Paragraph D.3. The maximum combined Net County, Federal short-Doyle/Medi-Cal, and EPSDT allocations for a particular mode of service are reflected in the attached Schedule A.

F. Contractor shall input Charge Data Invoices (C.D.I.'s) into the San Bernardino Information Management On-line Network (SIMON) by the fifth (5th) day of the month for the previous month's services. Contractor will be paid based on Medi-Cal claimed services in SIMON for the previous month, except for the first month's claim for reimbursement which will be paid at one twelfth (1/12) of the Medi-Cal contract amount. Services cannot be billed by the County to Medi-Cal until they are input into

SIMON. Other than the first month's services, the County will not fund services that are not entered into SIMON.

VI Preliminary Settlement: Cost Report

A. Not later than 75 days after the expiration date or termination of this contract, unless otherwise notified by County, the Contractor shall provide the County Department of Behavioral Health (DBH) with a complete and correct annual standard State of California Cost Report and a complete and correct State of California Cost Report for Medi-Cal services, when appropriate, except as noted in Article VI, Paragraph B., below.

B. As set forth in State DMH Information Notices 98-03 and 98-12, there will be an EPSDT settlement using claimed service reports reflecting the total Medi-Cal claimed charges for the fiscal year as compared to the baseline. If there is a growth amount which is an excess of claimed charges in the contract fiscal year over the baseline year, then the state share of this growth amount will be calculated. If this calculated amount does not exceed the allocation amount of EPSDT growth there will be a negative adjustment for the amount in the Preliminary Settlement, Desk Audited cost report. Settlement cannot exceed the contract amount.

Contracts effective during or after Fiscal Year 1994/95 shall have their EPSDT base line established in the first year of the contract.

C. These cost reports shall be the basis upon which a preliminary settlement will be made between the parties to this agreement. In the event of termination of this contract by Contractor pursuant to Article IX Paragraph C. the preliminary settlement will be based upon the actual minutes of time which were provided by Contractor pursuant to this contract. The preliminary settlement shall not exceed Forty Three Thousand Seven Hundred Fifty Dollars ($43,750) multiplied by the actual number of months or portion thereof during which this contract was in effect.

D. Notwithstanding Article VII Paragraph E., County shall have the option:

1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;

2. To withhold any sums due Contractor as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.

E. The cost of services rendered shall be adjusted to the lowest of the following:

1. Actual costs;

2. Actual Short-Doyle/Medi-Cal charges;

3. Maximum cost based upon the State of California Schedule of Maximum Reimbursement Rates for minutes of time provided for each service function; or,

4. Maximum contract amount.

F. In the event the Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold any monetary settlements due the Contractor until the cost report(s) is(are) complete.

G. Only the Director or designee may make exception to the requirement set forth in this Article VI Paragraph A., above, by providing the Contractor written notice of the extension of the due date.

H. If the Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Article V, of this agreement. Contractor shall reimburse the full amount of all payments made by County to Contractor within a period of time to be determined by the Director.

I. No claims for reimbursement will be accepted by the County after the cost report is submitted.

VII Final Settlement: Audit

A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, which ever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XIX Paragraphs A. and B.

B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.

C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.

D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by County and the State Department of Mental Health.

E. If a post contract audit finds that funds reimbursed to Contractor under this agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the State of California Schedule of Maximum Allowances, or in excess of the EPSDT amount calculated pursuant to State DMH Information Notices 98-03 and 98-12, or that funds were reimbursed to Contractor for services not authorized by Attachment II, Outpatient Pre-Authorization Matrix, the difference shall be reimbursed on demand by Contractor to County using one of the following methods, which shall be at the election of the County:

1. Payment of total.

2. Payment on a monthly schedule of reimbursement.

3. Credit on future claims.

F. If the Contractor has been approved by the County to submit Short-Doyle/Medi-Cal claims, audit exceptions of Medi-Cal eligibility will be based on a statistically valid sample of Short-Doyle/Medi-Cal claims by mode of service for the fiscal year projected across all Short-Doyle/Medi-Cal claims by mode of service.

G. If there is a conflict between a State of California audit of this agreement and a County audit of this agreement, the State audit shall take precedence.

VIII Single Audit Requirement

A. Pursuant to OMB Circular A-133, Contractors expending $300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.

2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.

3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally

accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.

5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.

6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

IX Duration and Termination

A. The term of this agreement shall be effective from July 1, 2003 through June 30, 2004, inclusive.

B. This agreement may be terminated immediately by the Director at any time if:

1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or

2. There are insufficient funds available to County; or

3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: XII Personnel, XIII Licensing and Certification, or XXII Indemnification and Insurance.

C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.

D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

X Accountability - Revenue

A. Total revenue collected pursuant to this agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.

B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.

C. If this agreement is terminated, all revenue received from any source during the operative period of this agreement must be reported to the County until the Contractor has submitted its cost report in accordance with Article VI Preliminary Settlement: Cost Report.

D. Under the terms and conditions of this agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Article V Payment, and in its cost report in accordance with Article VI Preliminary Settlement: Cost Report.

XI Patient/Client Billing

A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.

B. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.

C. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

XII Personnel

A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.

B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

XIII Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

XIV Administrative Procedures

A. Contractor agrees to adhere to all applicable provisions of:

1. State Department of Mental Health Information Notices, and;

2. DBH Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.

B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.

C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XV Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

A. California Code of Regulations, Title 9

B. California Code of Regulations, Title 22

C. Welfare and Institutions Code, Division 5

D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.

E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

XVI Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XVII Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

XVIII Admission Policies

A. Contractor shall develop patient/client admission policies which are in writing and available to the public.

B. Contractor's admission policies shall adhere to policies that are compatible with DBH service priorities, and Contractor shall admit clients according to procedures and time frames established in the Universal Referral Form, Exhibit B, attached.

C. If Contractor is found not to be in compliance with the terms of this Article XVIII, this agreement may be subject to termination.

XIX Medical Records

A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);

2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

XX Quality Assurance/Utilization Review

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

XXI Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

XXII Indemnification and Insurance

A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

   If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as

"employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000).

3. Errors and Omission Liability Insurance - Combined single limits of $1,000,000 for bodily injury and property damage and $3,000,000 in the aggregate or

4. Professional Liability - Professional liability insurance with limits of at least $1,000,000 per claim or occurrence.

C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XXIII Nondiscrimination

A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.

B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of

disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Polices and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

   The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

XXIV Assignment

A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.

B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

XXV Conclusion

A. This agreement consisting of twenty-three (23) pages, Schedule A, Exhibit A, Addendum I and Attachments I, II, and III inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.

B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(*Print or type name of person signing contract)*

Title _____
(Print or Type)

Dated:_____

Address_____

_____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
County Counsel		Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
ACTUAL COST
SCHEDULE "A" PLANNING ESTIMATES
FY 2003 - 2004

SCHEDULE A
Page 1 of 2
Prepared by: JOSEPH WONG
Title: DIRECTOR OF FINANCIAL MANAGEMENT

Contractor Name: PACIFIC CLINICS
Address: 800 S. SANTA ANITA AVENUE
ARCADIA, CA 91006
Date Form Completed: 3/19/2003

CHILD AND FAMILY SERVICES

LINE #		PROVIDER NUMBER / MODE OF SERVICE / SERVICE FUNCTION		36BB 15 01-09	36BB 15 10-50	36BB 15 70		PROVIDER TOTAL	Reduction	ADJUSTED TOTAL
		EXPENSES								
1		SALARIES		99,208	295,552	2,046		396,806		396,806
2		BENEFITS		22,322	66,499	460		89,281		89,281
3		OPERATING EXPENSES		72,233	215,190	1,490		288,913		288,913
4		TOTAL EXPENSES (1+2+3)		193,763	577,241	3,996		775,000	(250,000)	525,000
		AGENCY REVENUES								
5		PATIENT FEES		0	0	0		0		0
6		PATIENT INSURANCE		0	0	0		0		0
7		MEDI-CARE		0	0	0		0		0
8		GRANTS/OTHER		0	0	0		0		0
9		TOTAL AGENCY REVENUES (5+6+7+8)		0	0	0		0	0	0
10		CONTRACT AMOUNT (4-9)		193,763	577,241	3,996		775,000	(250,000)	525,000
		FUNDING								
11		**MEDI-CAL**	100.00%	75,100	223,732	1,548		300,380	(250,000)	50,380
12		MEDI-CAL - COUNTY SHARE	50.00%	37,550	111,866	774		150,190	(125,000)	25,190
13		MEDI-CAL - FEDERAL SHARE	50.00%	37,550	111,866	774		150,190	(125,000)	25,190
14		**MEDI-CAL EPSDT**	100.00%	100,007	297,930	2,063		400,000	0	400,000
15		MEDI-CAL EPSDT - COUNTY SHARE	5.00%	5,000	14,897	103		20,000	0	20,000
16		MEDI-CAL EPSDT - FEDERAL SHARE	50.00%	50,004	148,965	1,032		200,000	0	200,000
17		MEDI-CAL EPSDT - SGF SHARE	45.00%	45,003	134,069	928		180,000	0	180,000
18		**HEALTHY FAMILIES**	100.00%	0	0	0		0	0	0
19		HEALTHY FAMILIES - COUNTY SHARE	35.00%	0	0	0		0	0	0
20		HEALTHY FAMILIES - FEDERAL SHARE	65.00%	0	0	0		0	0	0
21		FUNDING SUBTOTAL (11+14+18)		175,107	521,662	3,611		700,380	(250,000)	450,380
22		NET COUNTY FUNDS (10-21)		18,656	55,579	385		74,620	0	74,620
23		COUNTY ALLOCATION (12+15+17+19+22)		106,210	316,410	2,191		424,810	(125,000)	299,810
24		FEDERAL ALLOCATION (13+16+20)		87,554	260,831	1,806		350,190	(125,000)	225,190
25		TOTAL FUNDING (23+24)		193,763	577,241	3,996		775,000	(250,000)	525,000
26		UNITS OF TIME (Minutes)		109,471	253,176	1,172		363,818	(117,361)	246,457
27		COST PER UNIT OF TIME (4 / 26)		$ 1.77	$ 2.28	$ 3.41				
28		UNITS OF SERVICE (Hours)		1,825	4,220	20		6,064	(1,956)	4,108

APPROVED:

PROVIDER AUTHORIZED SIGNATURE DATE | CONTRACTS MANAGEMENT DATE | DBH PROGRAM MANAGER DATE

SCHEDULE A

Page 1 of 2

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule A
Page 2 of 2

SCHEDULE "A" STAFFING DETAIL
FY 2003 - 2004

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR: PACIFIC CLINICS - CHILD AND FAMILY SERVICES

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services
KARP, CLAIRE	MFT	ASSOC. DIV. DIRECTOR	74,520	16,767	91,287	67%	61,162	
BELMONT, ARTHUR	MFT	TEAM SUPERVISOR	51,930	11,684	63,614	100%	63,614	173
BAUGHMAN, BRUCE		BEHAVIORAL THERAPIST	33,110	7,450	40,560	100%	40,560	865
BONELLI, DAMON	MA	BEHAVIORAL THERAPIST	38,787	8,727	47,514	100%	47,514	865
KIRPATRICK, ELAINE		BEHAVIORAL THERAPIST	27,986	6,297	34,283	100%	34,283	865
LARSON, THOMAS		MENTAL HEALTH THERAPIST	45,644	10,270	55,914	100%	55,914	811
SACKETT, ALLEN		MENTAL HEALTH THERAPIST	43,470	9,781	53,251	100%	53,251	811
HAGY, TAMARA LEE	MFT-I	MENTAL HEALTH THERAPIST	43,473	9,781	53,254	100%	53,254	811
VACANT		MENTAL HEALTH THERAPIST	40,950	9,214	50,164	100%	50,164	725
DOOLE, ANNA		PROGRAM SECRETARY	21,528	4,844	26,372	100%	26,372	0
TO BE HIRED (*)	MD	PSYCHIATRIST	234,000	0	234,000	13%	31,200	138
				Total Program		TOTAL		
					9.80	COST:	$517,288	6,064

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

* = Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

APPROVED:

PROVIDER AUTHORIZED SIGNATURE DATE CONTRACTS MANAGEMENT DATE DBH PROGRAM MANAGER DATE

SCHEDULE A

Page 2 of 2

PACIFIC CLINICS
Provider No. **36BB**

PROVISIONAL RATES FOR SHORT-DOYLE MEDI-CAL REIMBURSEMENT CONTRACTORS

Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes) reported on Charge Data Invoices times the cost per minute derived from Contractor's FY 2001-02 cost report.

Per Contractor's FYE 6-30-02 cost report as filed, rates are as follows:

Rehabilitative Treatment Services (Mode 15)

Service Function	Cost Per Minute of Time
Case Management Brokerage (01-09)	$1.39
Mental Health Services (10-59)	$1.78
Medication (69)	
Crisis Intervention (79)	$2.67

When Contractor's FY 2002-03 cost reports (MH1950) are received by the Department of Behavioral Health in late 2003, the rates indicated in the FY 2002-03 report will be used or the **S**hort-Doyle/Medi-Cal **M**aximum **A**llowance (SMA) Reimbursement Rates, whichever is less.

CHILDREN'S INTENSIVE OUTPATIENT REHABILITATIVE MENTAL HEALTH SERVICES SERVICE DESCRIPTION

PROVIDED BY PACIFIC CLINICS

FOR FY 2003-2004

I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE MENTAL HEALTH SERVICES

A. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

II. PERSONS TO BE SERVED

Outpatient services shall be furnished to residents of San Bernardino County primarily within the **Morongo Basin** area. The Contractor, in conjunction with the Department of Behavioral Health (DBH), shall develop admission policies and procedures regarding those persons who are eligible for services. The target population includes, but is not limited, to the following:

A. Children at risk of out-of-home placement.

B. Children at risk of law enforcement involvement.

C. Children's System of Care referrals.

D. Children referred through the AB3632 program.

E. Children/Adolescents (from Morongo Basin Area) referred via CATS (Child & Adolescent Treatment Services) Program at risk of residential treatment.

F. Children discharged from acute psychiatric care facilities, i.e. CACC, Canyon Ridge, Loma Linda University.

G. In addition, it is expected that the referred client population be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

H. Contractor will serve a minimum of 36 children and their families during the term of the contract.

I. Children referred for EPSDT services.

III. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-

sufficiency. Services shall be directed toward achieving the individual's goals/desired result/personal milestones.

This contract is specifically for Children's Intensive Services. The Children's Intensive Services Program will support the family unit by dealing with problems of emotionally disturbed youth at the earliest possible moment in the natural settings of the child and parents. This earlier intervention provided in natural settings will resolve problems earlier and more effectively by reducing the risk of out-of-home placement, significant school problems, or involvement with the Child Welfare/Justice System. Services will include training for both youth and parents on self-responsibility, self-accountability and other areas of independent functioning. The Contractor will include in-home training for families in the areas of parenting, behavior modification techniques and parenting for children with problems. Supportive services will be provided to aid the child and family in maintaining a healthy level of functioning. The need for services will be demonstrated and the effectiveness of the service outcomes will be measurable.

Services will be field based and include crisis intervention with 24 hours per day, 7 days per week access and all services necessary to stabilize the child and/or family in crisis, intensive in-home support services, individual and family therapy, parent training, substance abuse rehabilitation, consultation and coordination of community resources. The program will use an intensive case management and self-help/support group model. Service assessments will be accomplished on all referrals and include treatment, counseling and education to improve child and family functioning.

Minimum guidelines for the provision of coordinated services under the rehabilitation and targeted case management options are set forth below:

A. Mental Health Services Activities:

Not all of the activities need to be provided for a service to be billable.

1. Assessment is a clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial clinical assessment will be done within 48 hours of referral.

2. Evaluation is an appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.

3. Collateral is contact with one or more significant support persons in the life of the individual that may include consultation and training to assist in better utilization of services and understanding of mental illness.

   Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy that is provided on behalf of the individual is considered collateral.

4. Therapy is a service activity that may be delivered to an individual or group of individuals, and may include family therapy (when the individual is present). Therapeutic interventions are to be consistent with the individual's goals/desired results/personal milestones which focus primarily on symptom reduction as means to improve functional impairments.

5. Rehabilitation is a service activity that may include any or all of the following:

   a. Assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, grooming, and personal hygiene skills, meal preparation skills, medication compliance, and support resources.

   b. Counseling of the individual and/or family.

   c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.

   d. Medication education.

6. Plan Development may include any or all of the following:

   a. Development of coordination plans, treatment plans or service plans. A home visit and development of the preliminary Individual Service Plan will be done within 72 hours of referral.

   b. Monitoring of the individual's progress.

B. Medication Support Services:

Medication support services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:

1. Evaluation of the need for medication.

2. Evaluation of clinical effectiveness and side effects of medication.

3. Obtaining informed consent.

4. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons).

5. Plan development related to the delivery of this service.

C. Crisis Intervention:

Crisis Intervention is a quick emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate service intervention. The response modality must allow for the resolution of the client's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to Assessment, Evaluation, Collateral and Therapy.

D. Case Management/Brokerage:

Case Management/Brokerage services are activities provided by program staff to access medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible individuals.

1. Linkage and Consultation - The identification and pursuit of resources necessary and appropriate to implement the service plan, treatment plan or coordination plan, which include, but are not limited to the following:

    a. Interagency and intra-agency consultation, communication, coordination and referral.

    b. Monitoring service delivery and service plan, treatment plan or coordination plan implementation to ensure an individual's access to service and the service delivery system.

2. Placement Services – The collaboration and supportive assistance to the placing agency in the assessment, determination of need and securing of adequate and appropriate living arrangements, which include, but is not limited to the following:

    a. Locating and securing an appropriate living environment.

    b. Locating and securing funding.

    c. Preplacement visit(s).

    d. Negotiation of housing or placement contracts.

    e. Placement and placement follow-up.

E. Parent Partner:

A basic tenet of DBH Children's Services is the involvement of parents and families of children and youth with serious emotional disturbances as full partners in every aspect of the system. To support this basic tenet, DBH developed

Regional Children and Family Advisory Committees to ensure that families and youth have an equal voice and that services meet the needs identified by families and are sensitive to the unique cultural context and history of each family. The committees participate in reviewing and implementing behavioral health services for children and families in each region by promoting services which are both family-centered and strengths-based.

To support this basic tenet of DBH Children's Services, the Contractor shall hire one full time, paid Parent Partner who is a parent or family member of a child with serious emotional disturbance to work closely with DBH Clinic Supervisors located within the same region. The duties and responsibilities of Parent Partners are either administrative or claimable as a case management / linkage service, but not both.

Parent Partners are expected to provide the following services:

- Offer referral and support services to families
- Ensure services meet the needs identified by families
- Accompany the families to IEP meetings
- Facilitate parent support groups
- Provide in-home support services
- Promote collaboration between families, advocates, mental health providers, health care providers and other agency/school personnel
- Serve as a member of the DBH Regional Children and Family Advisory Committee.

IV. BILLING UNIT

The billing unit for mental health services, rehabilitation support services, crisis intervention and case management/brokerage is staff time, based on minutes of time. The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall

be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.

The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

V. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided is/are located at:
Morongo Basin Area

A. The Contractor shall obtain the prior written consent of the Director of the DBH or the designee before terminating outpatient services at the above location or providing services at another office location.

B. The Contractor shall comply with all requirements of the State Department of Mental Health to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH at least sixty days prior to a change of ownership or a change of address. The DBH will request a new provider number from the State.

C. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy and in-home services in a clinically effective manner.

D. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.

E. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.

F. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.

G. The Contractor shall have program pamphlets identifying the clinic and its services, both in English and Spanish, for distribution in the community.

VI. STAFFING

All staff shall be employed by, or contracted for, by the Contractor. The staff described will work the designated number of hours per week in full time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All clinical treatment staff providing services with DBH funding shall be licensed or waivered by the State.

The staffing will consist of the following:

1. A treatment team model will be used and will consist of a Licensed Practitioner of the Healing Arts (LPHA) who will serve as a team leader, and primary liaison with DBH, to provide all initial assessments, to assign families to panel providers in the family's geographical area and to review progress and coordinate the activities of the panel of providers and the paraprofessional behavioral specialist employed by the Contractor.

2. A multicultural panel of licensed clinicians will develop Individual Service Plans by the end of the first contact with the family, which provides an individually tailored mix of in-home and community based treatment.

3. The team leader will approve and sign the coordination plan.

4. The team leader is expected to meet face-to-face with the consumer a minimum of one time per year to approve the coordination plan.

VII. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

A. The main clinic office will be available a minimum of forty (40) hours per week by appointment. Services will primarily be field-based in the natural settings of the child and parent and access will be available 24 hours per day through answering system and paging system.

B. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health clients in excess of what UMDAP allows.

C. The Contractor shall maintain client records in compliance with all regulations set forth by the State Department of Mental Health and provide access to clinical records by DBH staff.

D. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in on-going contract related Medi-Cal audits by the State Department of Mental Health. A copy of the plan of correction regarding deficiencies will be forwarded to the DBH.

E. The Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.

1. The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.

2. The Contractor has the primary responsibility to provide the full range of mental health services, as defined in Addendum I, Section III, Paragraph A., to clients referred to Contractor.

3. The Contractor, in conjunction with DBH, shall develop a system to screen and prioritize clients awaiting treatment and those in treatment to target the availability of service to the most severely ill clients. Contractor and the Desert/Mountain Program Manager or designee will have ongoing collaboration to assist Contractor in identifying the target population. Contractor will participate as needed in weekly staffing of children's cases to assist in identifying the target population. Referrals will be generated by DBH, Contract Agencies, Children System of Care agencies and other referral sources.

4. Summary copies of internal peer review conducted must be forwarded to the DBH.

F. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.

G. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.

H. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.

I. The Contractor shall make available to the DBH Regional Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.

J. Contractor must submit a report to the DBH Regional Program Manager by the fifth of each month. As a minimum, the monthly report must include an overview of the total caseload, number of Medi-Cal cases and non-Medi-Cal cases. The report is to cover changes and status of staffing, program and services that impact service delivery under the contract. A copy of staff or team and peer review meetings minutes will be forwarded to the DBH.

K. The program shall submit additional reports as required by the DBH.

L. The Contractor's Director or designee must attend regional meetings as scheduled.

M. The Contractor shall make clients aware of their responsibility to pay for their own medications. However, if the client experiences a financial hardship, and the client cannot function without the prescribed medication, the Contractor shall cover the cost of those medications listed on the current Medi-Cal Formulary.

N. The Contractor understands that compliance with all standards listed is required by the State Department of Mental Health and the County of San Bernardino. Failure to comply with any of the above requirements or special provisions below may result in reimbursement checks being withheld until the Contractor is in full compliance.

VIII. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

A. The DBH shall provide technical assistance to the Contractor in regard to Short-Doyle/Medi-Cal requirements, as well as charting and Utilization Review requirements.

B. The DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.

C. The DBH shall monitor the Contractor on a regular basis in regard to compliance with all of the above requirements.

D. The DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

IX. SPECIAL PROVISIONS

A. A review of productivity of the Contractor shall be conducted after the end of each quarter of FY 03/04.

B. Regular AB2726 and AB2726 Federal Short-Doyle/Medi-Cal funds are earmarked specifically for legitimate AB2726 services and can only be used for these patients. Contractor shall submit separate Charge Data Invoices to report AB2726 treatment services. It is the responsibility of Contractor to ensure that a separate audit trail is provided for AB2726 assessment and/or those treatment services indicated in the student's Individual Education Plan by the School District.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

B. Business Associate shall implement administrative, physical, and technical safeguards to:

1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the

same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.

G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.

H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in

accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.

C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Outpatient Pre-Authorization Matrix

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, "**to the extent that resources are available**". [1] A preauthorization matrix has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, GAF scores, and whether the consumer is an adult or a minor.

The preauthorization matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximization of revenue or cost reductions, and an intention to provide some level of response, however minimal, to all groups. The pre-authorization matrix was developed to provide for an array of services the Contractor can make available to consumers. The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to consumers individually within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however once approved individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. This process will replace the SPARS system.

On a practical level the matrix is to be used as a triage tool used by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

In addition, the matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the matrix. It is important to note that this matrix puts into form the substance of DBH's policy on priority populations and services that can be provided. Any questions or issues can be addressed to the immediate supervisor or to the Access Unit.

[1] The Bronzan-McCorquodale Act 1991

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

1. Severely and persistently mentally ill adults;
2. Those recently discharged from an acute care hospital;
3. Children who have severe emotional or behavioral problems and substantial impairment in functioning.

DBH will closely monitor the impact of these efforts to accommodate budget constraints.

Outpatient Pre-Authorized Services

San Bernardino County Department of Behavioral Health

	Adult				Child			
	Type I Diagnosis		Type II Diagnosis		Type I Diagnosis		Type II Diagnosis	
	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50
Medi-Cal or Medi-Medi	Day Tx, Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed, Walk-In Clinic (single svc tx)	Group, MH Ed, FFS Referral (ref to health plan for meds), Walk-In Clinic (single svc tx)	Meds, Ind., Family, Group, CM, Parent Ed, Crisis	Meds, Ind. Family, Group, CM, Parent Ed, Crisis	Meds, Ind., Family, Group, CM, Parent Ed, Referral to FFS, Crisis	Ind., Family, Group, Parent Ed, Referral to FFS, Crisis
Healthy Families	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Ind., Family, Group, Parent Ed
Medicare Only (must follow all Medicare procedures and restrictions)	Ref to Part. Hosp., Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing assistance, employment assist-ance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed ref to FFS, Walk-In Clinic (single svc tx)	Refer to private sec. (ref to health plan for meds), MH Ed, Walk-In Clinic (single svc tx)	Same as Indigent	Same as Indigent	Same as Indigent	Same as Indigent
AB2726	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Group, CM, Parent Ed	Meds, Ind., Group, CM, Parent Ed	Ind., Group, Parent Ed, CM	N/A
Indigent	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to MIA after stabilization), Group, Rehab, MH Ed, Walk-In Clinic (single svc tx)	(Ref to MIA for meds), Group, MH Ed, Walk-In Clinic (single svc tx)	Meds, Ind., Group, CM, Parent Ed (for child's parent)	Meds, Group, Parent Ed (for child's parent)	Group, CM, Parent Ed (for child's parent)	Ref to faith based/non-profit, MH Ed
Private Insurance	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider
Out-of-County	Not applicable	Not applicable	Not applicable	Not applicable	If Medi-Cal, same as Medi-Cal or ASO refer to FFS	ASO referral to FFS	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS
CalWORKs	Refer to clinic as Medi Cal	Max 6 months of Ind., Group, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of meds, Group, Rehab, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of Group, MH Ed or emp. support (after 6 mos. serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)
SAMSHA (must have co-existing ADS diagnosis)	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, A/D Tx, housing or emp. assistance	Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, AD Tx, housing or emp. assistance	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

NOTES: (1) If services not pre-authorized by this Guide are needed for a particular client, a TAR must be individually submitted by the clinic supervisor to the Access Unit for approval; however, clients eligible for grant-funded services will receive services as specified by the grant. (2) TBS services must always be pre-authorized by CSOC. (3) Any self-declared crisis will be seen and evaluated regardless of other factors.

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ATTACHMENT II

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Type I Diagnoses (Serious Mental Illness)*

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

Type II Diagnoses (Not Serious Mental Illness)*

296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to...[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder
312.9	Disruptive Behavior Disorder NOS

***NOTE: This list does not contain all diagnoses in the DSM-IV-TR**.

Global Assessment of Functioning (GAF) Scale (DSM - IV Axis V)

Note: This version of the GAF scale is intended for DBH and DBH Contractor use only. Although it is based on the clinical scale presented in the DSM - IV, this summary lacks the detail and specificity of the original document. The complete GAF scale of the DSM - IV should be consulted for diagnostic use. This is a GUIDE only.

Code	Description of Functioning
91 - 100	Person has **no problems** OR has superior functioning in several areas
81 - 90	Person has **few or no symptoms**. Good functioning in several areas. No more than "everyday" problems or concerns.
71 - 80	Person has symptoms/problems, but they are **temporary, expectable reactions to stressors**. There is no more than slight impairment in any area of psychological functioning.
61 - 70	**Mild symptoms in one area** OR difficulty in one of the following: social, occupational, or school functioning. BUT, the person is generally functioning well and has meaningful interpersonal relationships.
51 - 60	**Moderate symptoms** OR moderate difficulty in one of the following: social, occupational, or school functioning.
41 - 50	**Serious symptoms** OR serious impairment in one of the following: social, occupational, or school functioning.
31 - 40	**Some impairment in reality testing** OR impairment in speech and communication OR serious impairment in several of the following: occupational or school functioning, interpersonal relationships, judgment, thinking, or mood.
21 - 30	**Presence of hallucinations or delusions which influence behavior** OR serious impairment in ability to communicate with others OR serious impairment in judgment OR inability to function in almost all areas.
11 - 20	There is **some danger of harm to self or others** OR occasional failure to maintain personal hygiene OR the person is unable to appropriately communicate with others (e.g., incoherent, mute, or bizarre)
1 - 10	**Persistent danger of harming self or others** OR persistent inability to maintain personal

	hygiene OR person has made a serious attempt at suicide.

INFORMATION SHEET *(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION

Contractor Name:		
Address *(including City, State and Zip Code)*:		Phone:
Web Site:	Email:	Fax:
Clinic Site Name *(If Different from Contractor)*:		
Address *(including City, State and Zip Code)*:		Phone:
Web Site:	Email:	Fax:
Clinic Contact:	Title:	

Contract Signature Authority:

Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ( )	E-Mail:	Phone #: ( )	E-Mail:

Claim Signature Authority:

Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ( )	E-Mail:	Phone #: ( )	E-Mail:

SECTION II: DBH INFORMATION

Contract Mailing Address:

San Bernardino County
Department of Behavioral Health
Contracts Unit
700 E. Gilbert Street, Bldg #3
San Bernardino, CA 92415-0920

Contracts Unit:

Myron Hilliard, Accounting Tech 909-387-7592
E-Mail: mhilliard@dbh.sbcounty.gov
Doug Moore, Staff Analyst II 909-387-7589
E-Mail: dmoore@dbh.sbcounty.gov
Patty Glas, Admin Supervisor II 909-387-7170
E-Mail: pglas@dbh.sbcounty.gov
Unit Fax #: 909-387-7593

DBH Program Contacts:

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